in himself, his holding involved a claim that the fee was in another not the true owner, a claim essentially adverse to the owner's title. It is held by the better authorities that there is adverse possession when a grantee occupies by mistake a strip of land which he erroneously supposes to be included in his deed, and there is little doubt that this doctrine would be applied if the same mistake were made by a lessee. *McNeely* v. *Langan*, 22 Ohio St. 32. But in such a case the lessee claims to hold the strip of land as belonging to one who in fact neither owns nor claims it, and under a lease which does not cover it. The case is exactly parallel to that of an occupant claiming to hold land as belonging to one not in fact the owner, under a license which is no longer in existence. Whether the occupant in such cases acquires title for himself, or for the one under whom he claims to hold, is a doubtful question which need not be here discussed. But if we exclude the idea of tenancy in the principal case, both the language of the statute and the character of the possession require the decision that either the occupant or his licensor had acquired title from the grantee under the statute.

Accordingly the decision that the statute did not begin to run can be supported only on the ground, not recognized by the court but apparently correct, that the occupant was a tenant at will during the entire period in question.

MURDER OF THE INSURED BY THE BENEFICIARY. — The cases determining the effect of the murder of the insured by the beneficiary, upon the liability of an insurer, are not numerous. In every case where this question has been passed upon it has been held that the murderer, at least, can derive no advantage from his crime. *Insurance Co.* v. *Armstrong*, 117 U. S. 591; *Cleaver* v. *Association*, [1892] 1 Q. B. 147. The Supreme Court of Iowa has recently furnished us with an interesting decision on the point. *Schmidt* v. *Northern Life Ass'n*, 83 N. W. Rep. 800. The beneficiary of a mutual benefit certificate murdered the insured. The court held that the association was a trustee for the beneficiary of the money payable on the certificate, but that her rights being barred by her crime, a resulting trust arose for the administrator of the insured. While the result of the principal case seems correct, it is difficult to concur in all the reasoning of the court. For as no specific portion of the association's assets was ever set apart to meet the claim on the certificate, there was no trust *res*, and consequently the association could not be a trustee. The court based its decision largely on *Cleaver* v. *Association*, *supra*. There the assignee of Mrs. Maybrick was claiming against the insurance company on a policy on Mr. Maybrick's life. The court held that by the Married Woman's Property Act the administrator of the insured held the right of action on the policy in trust for the beneficiary, but that as Mrs. Maybrick, the beneficiary, had murdered the insured, public policy terminated the trust as to her, and a resulting trust arose for the estate of the insured. But as Iowa has adopted the principle of *Lawrence* v. *Fox*, that it is the beneficiary of a contract who has the right of action, the administrator in the principal case could have no claim against the insurers on the policy. To the legal right of action of the beneficiary or her assignee — who could only sue in her name — the insurer had a complete defence on the ground of public policy. Yet it would be most unfortunate to allow the insurer to profit by the accident of

the beneficiary's inability to collect the insurance; accordingly a *quasi*-contractual obligation on the insurer to pay the administrators of the insured arises to prevent this unjust enrichment. This case is clearly within the principle of the established rule that, when because of a statute requiring insurable interest a beneficiary cannot take, the policy is not thereby avoided. *Shea* v. *Benefit Association*, 160 Mass. 289. For it is evident that as respects the insurer's rights it can make no difference whether the beneficiary's disability is due to a statute or to her own crime.

The court in the principal case, however, attempted to draw a distinction between the ordinary life insurance policy and the benefit association certificate, on the ground that while in the former the contract is with the beneficiary, in the latter it is with the insured himself. It is very doubtful whether there is any satisfactory principle to support this distinction; nevertheless it has been adopted in some cases. Still, even on this view the principal case was rightly decided, though the reasoning of the court that the association was a trustee is none the less unsound. For the administrators of the insured would have the legal claim against the insurer. This they would ordinarily hold in trust for the beneficiary, but owing to the crime of the beneficiary in the principal case, public policy would prevent the carrying out of the trust. However, this defence of public policy would not bar the administrators of their claim against the insurers, and this they would hold as a resulting trust for the estate of the deceased. Thus on either view the satisfactory result may be reached without doing any violence to legal principles.

Rights Incidental to Littoral Ownership. — Since littoral rights are natural and are attached to land, they belong to a man only because he is owner of shore land. When the owner loses all his land by erosion, it is difficult to see how he can retain any littoral rights, as he no longer has any land to which they can attach. A recent New Jersey decision, however, denies that he loses all his rights in such a case. *Ocean City Association* v. *Shriver*, 46 Atl. Rep. 690 (N. J., C. A.). The plaintiff, owner of a large littoral tract, conveyed to the defendant's grantor a lot which was separated from the ocean by other land of the plaintiff's. The sea gradually washed away the intervening land until the line of ordinary high water reached the remote lot. Later the ocean receded and the plaintiff claimed the land thus uncovered. The court held that the plaintiff was entitled to the accretions beyond the original limits of the defendant's lot.

The only case presenting a similar question is *Welles* v. *Bailey*, 55 Conn. 292. In that case, the court reached the opposite conclusion, holding that when land once becomes riparian, it remains so, and the boundary line follows the gradual shifting of the river, even after it has encroached beyond the owner's original limits. The court, in the principal case, claims that this view of the law is at variance with the general doctrine as declared in Hale's "De Jure Maris," and as approved by a dictum in *Mulry* v. *Norton*, 100 N. Y. 424. It is doubtful whether this contention is correct, as Lord Hale evidently had in mind the case between the Crown and a littoral owner, and not at all a dispute between two successive littoral owners. The decision in the principal case seems to be indefensible. The court denies that the plaintiff has lost his title